

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BATS GLOBAL MARKETS, INC.		01/31/2014	CORPORATION: DELAWARE
DIRECT EDGE HOLDINGS LLC		01/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as Collateral Agent		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4082130	BASES	
Registration Number:	4058619	BATS 1000	
Registration Number:	4051881	BATS EXCHANGE	
Registration Number:	4051880	BATS GLOBAL MARKETS	
Registration Number:	4051878	BATS OPTIONS	
Registration Number:	3970233	BYX	
Registration Number:	3288792	BATS TRADING, INC.	
Registration Number:	3818024	BATS	
Registration Number:	3818008	BATS	
Registration Number:	3446341	MAKING MARKETS BETTER	
Registration Number:	3220770	DIRECT EDGE ECN	
Registration Number:	3595943	DIRECTEDGE	
Registration Number:	3672274	DIRECT EDGE	

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Registration Number:	3717786	EDGA
Registration Number:	3756701	EDGX
Registration Number:	3738974	ELP
Registration Number:	4322780	EDGE XPRS
Registration Number:	4241111	EDGEBOOK CLOUD
Registration Number:	4235933	CONNECT EDGE
Registration Number:	4305663	EDGE LINK
Registration Number:	4344062	EDGERISK CONTROLS
Registration Number:	4380322	EDGE ROUTED LIQUIDITY REPORT
Registration Number:	4380015	EDGEBOOK DEPTH
Registration Number:	4393737	EDGEBOOK ATTRIBUTED
Registration Number:	4397510	EDGE TICKER PLANT

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39239
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	02/10/2014
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of January 31, 2014 (this “**Agreement**”), among the grantors listed on Schedule I hereto (the “**Grantors**”), and CREDIT SUISSE AG (acting through such of its affiliates or branches as it deems appropriate), as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Credit Agreement dated as of January 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among BATS Global Markets, Inc., a Delaware corporation (the “**Borrower**”), the Lenders from time to time party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent and (b) the Amended and Restated Guarantee and Collateral Agreement dated as of January 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among the Borrower, the other Loan Parties from time to time party thereto and Credit Suisse AG, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States of America, and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto; and

(b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill;

provided that; notwithstanding anything else herein to the contrary, the Trademark Collateral does not include, and the grant of security interest does not cover, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. ***Counterparts.*** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. ***Applicable Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BATS GLOBAL MARKETS, INC.,

By:


Name: Joe Ratterman
Title: Chief Executive Officer

DIRECT EDGE HOLDINGS LLC,

By:


Name: Joe Ratterman
Title: Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

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TRADEMARK
REEL: 005212 FRAME: 0715

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by



Name: Doreen Barr

Title: Authorized Signatory

by



Name: Alex Verdone

Title: Authorized Signatory

[Signature Page to the Trademark Security Agreement]

[[3450244]]

TRADEMARK
REEL: 005212 FRAME: 0716

Schedule I

<u>Grantors</u>
BATS Global Markets, Inc.
Direct Edge Holdings LLC

Schedule II

Trademarks

U.S. Trademark Registrations

Owner	Mark	Reg. Date	Reg. No.
BATS Global Markets, Inc.	BASES	01/10/2012	4082130
BATS Global Markets, Inc.	BATS 1000	11/22/2011	4058619
BATS Global Markets, Inc.	BATS EXCHANGE	11/08/2011	4051881
BATS Global Markets, Inc.	BATS GLOBAL MARKETS	11/08/2011	4051880
BATS Global Markets, Inc.	BATS OPTIONS	11/08/2011	4051878
BATS Global Markets, Inc.	BYX	05/31/2011	3970233
BATS Global Markets, Inc.	BATS TRADING, INC.	09/04/2007	3288792
BATS Global Markets, Inc.	BATS (name)	07/13/2010	3818024
BATS Global Markets, Inc.	BATS (logo)	07/13/2010	3818008
BATS Global Markets, Inc.	MAKING MARKETS BETTER	06/10/2008	3446341
Direct Edge Holdings LLC	DIRECT EDGE ECN	03/20/2007	3220770
Direct Edge Holdings LLC	DIRECTEDGE (logo) 	03/24/2009	3595943
Direct Edge Holdings LLC	DIRECT EDGE (name)	08/25/2009	3672274
Direct Edge Holdings LLC	EDGA	12/01/2009	3717786
Direct Edge Holdings LLC	EDGX	03/09/2010	3756701
Direct Edge Holdings LLC	ELP	01/19/2010	3738974
Direct Edge Holdings LLC	EDGE XPRS	04/23/2013	4322780
Direct Edge Holdings LLC	EDGEBOOK CLOUD	11/13/2012	4241111
Direct Edge Holdings LLC	CONNECT EDGE	11/06/2012	4235933
Direct Edge Holdings LLC	EDGE LINK	03/19/2013	4305663
Direct Edge Holdings LLC	EDGERISK CONTROLS	05/28/2013	4344062
Direct Edge Holdings LLC	EDGE ROUTED LIQUIDITY REPORT	08/06/2013	4380322
Direct Edge Holdings LLC	EDGEBOOK DEPTH	08/06/2013	4380015
Direct Edge Holdings LLC	EDGEBOOK ATTRIBUTED	08/27/2013	4393737
Direct Edge Holdings LLC	EDGE TICKER PLANT	09/03/2013	4397510